



# **City of Kirkland**

## **Request for Proposal**

### **DEVELOPMENT REVIEW ENVIRONMENTAL SERVICES**

**Job Number 29-17-PB**

**Issue Date: April 27, 2017**

**Due Date: May 26, 2017 – 3:00 p.m. (Pacific Time)**

## **REQUEST FOR PROPOSALS**

Notice is hereby given that proposals will be received by the City of Kirkland, Washington (City), for:

### **Kirkland Development Review Environmental Services**

File with Purchasing Agent, Finance Department, 123 - 5<sup>th</sup> Ave, Kirkland WA, 98033

Proposals received later than **3:00 p.m. PDT May 26, 2017 will not be considered.**

A copy of this Request for Proposal (RFP) may be obtained from City's web site at <http://www.kirklandwa.gov/>. Click on the Business tab at the top of the page and then click on the Request for Proposals link found under "Doing Business with the City".

The City of Kirkland reserves the right to reject any and all proposals, and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the City to pay any costs incurred by proposers in the preparation and submission of a proposal. Furthermore, the RFP does not obligate the City to accept or contract for any expressed or implied services.

A response that indicates that any of the requested information in this RFP will only be provided if and when the proposer is selected as the apparently successful Service Provider is not acceptable, and, at the City's sole discretion, may disqualify the proposal from consideration.

The City requires that no person shall, on the grounds of race, religion, color, national origin, sex, age, marital status, political affiliation, sexual orientation, or the presence of any sensory, mental, or physical disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City of Kirkland further assures that every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs are federally funded or not.

In addition to nondiscrimination compliance requirements, a Service Provider ultimately awarded a contract shall comply with federal, state and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; disabilities; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

**Dated this 27<sup>th</sup> Day of April, 2017.**

Greg Piland  
Purchasing Agent

## **Introduction**

The City of Kirkland is soliciting proposals for environmental services to support the development review function of the Department of Planning and Building. Firms should have experience working with public entities to provide development permitting environmental review services and policy analysis. Proposals are requested for the period beginning July 1, 2017. The contract will be for an initial two-year duration with the possibility of two two-year extensions at the discretion of the City.

## **Scope of Services**

The City of Kirkland Department of Planning and Building is seeking a qualified firm ("the consultant") to assist in reviewing development applications for compliance with the City's critical areas ordinance. The City seeks to provide a very high level of environmental protection while providing efficient, respectful, and cost effective service to our customers.

At the request of the City, the consultant will work with project planners, providing environmental review support services for the review of building permits, land use permits, subdivisions, and capital improvements projects including but not limited to:

- Site assessments to determine the presence/absence of critical areas pursuant to [KZC 90.105](#).
- Delineation and classification of wetlands and streams or peer review of delineations and classifications provided by applicants pursuant to [KZC 90.110](#).
- Assessment of wildlife habitat conservation areas pursuant to [KZC 90.95](#)
- Peer review of development impacts and proposed mitigation provided by the applicant.
- Monitoring of mitigation projects or peer review of monitoring reports provided by applicants pursuant to [KZC 90.160](#).
- Assessment of existing buffer conditions for compliance with vegetative buffer standards or peer review of assessments provided by applicants pursuant to [KZC 90.130](#).
- Review of SEPA checklists.
- Providing a timely, accurate, and detailed response to unexpected as well as regularly scheduled requests for service.
- Working collaboratively in a regulatory environment with other City Departments, other regulatory agencies, interest groups, and permit applicants.
- Attending project meetings, public hearings, and public meetings as requested by City staff.
- Other review and analysis as requested by City staff.

This work is primarily funded by development applicants through a process of project-specific task authorizations. This contract will include independently authorized task authorizations, typically of \$5,000 or less.

The consultant may assist the City with development of codes, policies, and programs related to critical areas. This work would be City funded. In addition, the consultant may provide occasional assistance with review of shoreline development projects, but background in this area is desired but not a required qualification. The scope does not include geologic hazards

consulting. The consultant must have all necessary resources to provide requested services in-house and subcontracting for those services will not be considered by the City.

The number of hours and work volume is variable, based entirely on the volume of development permit applications in or near critical areas. Frequent on-site visits in Kirkland for field work or meetings are required, with frequency determined by peak monitoring periods and volume of delineation requests received. It is expected that communication is available via email and phone.

The contract will be for an initial two-year duration with the possibility of two two-year extensions at the discretion of the City. To avoid conflicts of interest, the consultant will not perform development-related environmental services for other clients within the City during the term of the contract. Provisions that would allow the consultant to complete any private contracts entered into prior to the City contract may be considered by the City based on the circumstances.

### **Minimum Qualifications**

Minimum qualifications are required for a Consultant to be eligible to submit a RFP response. Responses must clearly show compliance to these minimum qualifications. Those that are not responsive to these minimum qualifications shall be rejected by the City without further consideration.

- Consultants must have demonstrated expertise and experience providing development permitting environmental review services and policy analysis. Five years of experience is considered a preferred qualification.
- Society of Wetland Scientists (SWS) Professional Wetland Scientist Certification (PWS) is required.
- Consultant Project Manager must have demonstrated experience working with a public agency within the last five years providing satisfactory services similar to those expected by the City for this contract.

### **Proposal Submission and Evaluation**

To be considered for selection, submit the following information:

#### **Letter of Introduction**

- Briefly describe the firm; and the name, address, e-mail, and phone number of the contact person as well as a summary of the understanding of the scope of services and overall approach to the scope of services.

#### **Experience and Qualifications**

- Identify team members by area of expertise (discipline) and include contact information (name, phone number, and email address).
- Describe the team's qualifications as they relate to the scope of services.

- Describe past performance in completing similar scope of services for other public agencies.
- Provide examples of work products including a report delineating and typing a wetland and a report summarizing monitoring of a wetland mitigation site.
- Statement of availability for the firm and staff identified.

#### References

- Provide at least three (3) references that may be contacted for verification of the respondent's experience and qualifications.

#### Rate and Service Structure

- Hourly Rate and project responsibilities shall be provided for all staff members on the consultant team. If additional charges are assessed for mileage, indicate charge per mile. Also detail any minimum hourly requirements. Otherwise, this rate should be all-inclusive.

#### **Consultant Selection Criteria**

Consultants will be evaluated based on the completeness of the proposal, experience in providing the requested services, qualifications of the individual and/or team, availability, and proposed compensation.

#### **Tentative Schedule**

The following schedule contains major milestones and may be modified as a result of consultant qualification submittals and contract negotiations:

RFP questions due:	May 12, 2017
RFP questions posted with City responses:	May 19, 2017
RFP submittal date:	May 26, 2017, 3:00 p.m.
Consultant Interviews (if needed):	June 2, 2017 (estimate)
Consultant Selection:	June 7, 2017 (estimate)

#### **Submission Requirements**

Submittals will be accepted by the City of Kirkland's Purchasing Agent until **3:00 p.m. PDT on May 26, 2017**. Late submissions will not be accepted and will be automatically disqualified from further consideration.

It is highly encouraged that proposals be submitted as an email attachment in PDF or MS Word format to: [purchasing@kirklandwa.gov](mailto:purchasing@kirklandwa.gov). (Note that faxed submissions will not be accepted.)

If a paper copy is submitted, pages should be printed double-sided, with five copies mailed or hand-delivered to:

City of Kirkland  
Attn: Greg Piland, Purchasing Agent  
Job # 29-17-PB

123 5th Avenue  
Kirkland, WA 98033

### **Questions**

Questions regarding the City's RFP process should be addressed to:

Greg Piland  
Purchasing Agent  
Email: [gpiland@kirklandwa.gov](mailto:gpiland@kirklandwa.gov)

Questions regarding the scope of work, evaluation process, or technical aspects of this request should be addressed by no later than 3:00 p.m. PDT on May 12, 2017 to:

Jeremy McMahan  
Planning Manager – Development Services  
Email: [jmcmahan@kirklandwa.gov](mailto:jmcmahan@kirklandwa.gov)

### **Right to Reject Submittals and Consultant Selection**

The City reserves the right to reject any and all submittals at any time with no penalty, or to waive immaterial defects and minor irregularities in any submittal.

### **Submittal Disposition**

All material submitted in response to this RFP shall become the property of the City upon delivery to the City's Purchasing Agent and will not be returned.

### **Project Contract**

The selected consultant will be required to use the City of Kirkland Professional Services Agreement (Attachment A) and accept all language contained within. Any consultant that has significant reservations concerning using this agreement should not submit on this request.

### **Confidentiality of Submissions**

Confidentiality of Proposals is considered by Kirkland as an essential element of maintaining fairness during the evaluation process. However, confidentiality cannot be guaranteed under the State Public Disclosure Act, Chapter 42.17 RCW.

If a member of the public demands in writing to review portions of submissions which have been marked or identified as confidential, proprietary or business secrets, Kirkland will notify the affected proposer prior to releasing such portions. The proposer shall take such legal actions as it deems necessary to protect its interests. If the proposer has not commenced such actions within five (5) calendar days after receipt of the notice from Kirkland of a demand to review such portions of its proposal and provided Kirkland written notice of the actions, Kirkland may make such portions available for review and copying by the public as Kirkland deems necessary to comply with state law.

The proposer asserting that portions of its proposal are legally protectable shall bear all costs of defending such assertion, including indemnifying and reimbursing Kirkland for its administrative, expert and legal costs and judgments involved in defending itself in actions arising from such assertions by the proposer including (without limitation) any assessments under RCW 42.17.340(3). By submitting a proposal with portions marked confidential, proprietary, business secrets or the like, the proposer has thereby agreed to the provisions of this section, including the defense and reimbursement obligations.

### **Cooperative Purchasing**

Chapter 39.34 RCW allows cooperative purchasing between public agencies in the State of Washington. Public agencies which have filed an Intergovernmental Cooperative Purchasing Agreement with the City may purchase from City contracts, provided that the consultant agrees to participate. The City does not accept any responsibility for contracts issued by other public agencies, however.



## PROFESSIONAL SERVICES AGREEMENT

### Sample

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The City of Kirkland, Washington, a municipal corporation ("City") and \_\_\_\_\_, whose address is \_\_\_\_\_ ("Consultant"), agree and contract as follows:

#### **I. SERVICES BY CONSULTANT**

- A. The Consultant agrees to perform the services described in Attachment \_\_\_\_ to this Agreement, which attachment is incorporated herein by reference.
- B. All services and duties shall be conducted and performed diligently, completely and in accordance with professional standards of conduct and performance.

#### **II. COMPENSATION**

- A. The total compensation to be paid to Consultant for these services shall not exceed \$\_\_\_\_\_, as detailed in Attachment \_\_\_\_\_.
- B. Payment to Consultant by the City in accordance with the payment ceiling specified above shall be the total compensation for all work performed under this Agreement and supporting documents hereto as well as all subcontractors' fees and expenses, supervision, labor, supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals.
- C. The Consultant shall be paid monthly on the basis of invoices submitted. Invoicing will be on the basis of percentage complete or on the basis of time, whichever is applicable in accordance with the terms of this Agreement.
- D. The City shall have the right to withhold payment to Consultant for any work not completed in a satisfactory manner until such time as Consultant modifies such work to the satisfaction of the City.
- E. Unless otherwise specified in this Agreement, any payment shall be considered timely if a warrant is mailed or is available within 45 days of the date of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

#### **III. TERMINATION OF AGREEMENT**

The City or the Consultant may terminate this Agreement at any time, with or without cause, by giving ten (10) days' notice to the other in writing. In the event of termination, all finished or unfinished reports, or other material prepared by the Consultant pursuant to this Agreement, shall be provided to the City. In the event the City terminates prior to completion without cause, consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on the project prior to the date of termination, not to exceed the payment ceiling set forth above.



**IV. OWNERSHIP OF WORK PRODUCT**

- A. Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled or produced as a result of this Agreement, whether or not completed, shall be vested in the City. Any reuse of these materials by the City for projects or purposes other than those which fall within the scope of this contract or the project to which it relates, without written concurrence by the Consultant will be at the sole risk of the City.
- B. The City acknowledges the Consultant's plans and specifications as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the City upon completion of the work. The City agrees to hold harmless and indemnify consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of any reuse of such plans and specifications by any third party without the written authorization of the Consultant.
- C. Methodology, materials, software, logic, and systems developed under this contract are the property of the Consultant and the City, and may be used as either the consultant or the City sees fit, including the right to revise or publish the same without limitation.

**V. GENERAL ADMINISTRATION AND MANAGEMENT**

The \_\_\_\_\_ for the City of Kirkland shall review and approve the Consultant's invoices to the City under this Agreement, shall have primary responsibility for overseeing and approving services to be performed by the Consultant, and shall coordinate all communications with the Consultant from the City.

**VI. COMPLETION DATE**

The estimated completion date for the Consultant's performance of the services specified in Section I is \_\_\_\_\_.

Consultant will diligently proceed with the work contracted for, but consultant shall not be held responsible for delays occasioned by factors beyond its control which could not reasonably have been foreseen at the time of the execution of this Agreement. If such a delay arises, Consultant shall forthwith notify the City.

**VII. SUCCESSORS AND ASSIGNS**

The Consultant shall not assign, transfer, convey, pledge, or otherwise dispose of this Agreement or any part of this Agreement without prior written consent of the City.

**VIII. NONDISCRIMINATION**

Consultant shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no

person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

#### **IX. HOLD HARMLESS/INDEMNIFICATION**

Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from its negligence or breach of any of its obligations in performance of this Agreement.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

#### **X. LIABILITY INSURANCE COVERAGE**

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

##### **A. Minimum Scope of Insurance**

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

##### **B. Minimum Amounts of Insurance**

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

**C. Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

**D. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

**E. Verification of Coverage**

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

**F. Occurrence Basis**

Any policy of required insurance shall be written on an occurrence basis.

**XI. COMPLIANCE WITH LAWS/BUSINESS LICENSE**

The Consultant shall comply with all applicable State, Federal, and City laws, ordinances, regulations, and codes. Consultant must obtain a City of Kirkland business license or otherwise comply with Kirkland Municipal Code Chapter 7.02.

**XII. FUTURE SUPPORT**

The City makes no commitment and assumes no obligations for the support of Consultant activities except as set forth in this Agreement.

**XIII. INDEPENDENT CONTRACTOR**

Consultant is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Consultant agrees that he or she is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on him or her as a result of his or her status as an independent contractor. Consultant is responsible for providing the office space and clerical support necessary for the performance of services under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance or unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Consultant or any employee of Consultant.

**XIV. EXTENT OF AGREEMENT/MODIFICATION**

This Agreement, together with all attachments and addenda, represents the final and completely integrated Agreement between the parties regarding its subject matter and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument properly signed by both parties.

**XV. ADDITIONAL WORK**

The City may desire to have the Consultant perform work or render services in connection with the project other than provided for by the express intent of this contract. Any such work or services shall be considered as additional work, supplemental to this contract. Such work may include, but shall not be limited to, \_\_\_\_\_. Additional work shall not proceed unless so authorized in writing by the City.

Authorized additional work will be compensated for in accordance with a written supplemental contract between the Consultant and the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

CONSULTANT:

CITY OF KIRKLAND:

By: \_\_\_\_\_

By: \_\_\_\_\_  
Marilynne Beard, Deputy City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_